

**EXHIBIT 2**

CJ-15-5261 DIXON  
FILED IN DISTRICT COURT  
OKLAHOMA COUNTY



**IN THE DISTRICT COURT FOR OKLAHOMA COUNTY  
STATE OF OKLAHOMA**

SEP 29 2015

TIM RHODES  
COURT CLERK

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CJ - 2015 - 5261

1. **RICK SOBER; and,**
2. **KIMBERLY SOBER,**

Plaintiffs,

v.

Case Number:

1. **PROGRESSIVE NORTHERN  
INSURANCE COMPANY,**

Defendant.

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**P E T I T I O N**

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Plaintiffs, for their claims, state:

1. On October 9, 2012, Plaintiff, Rick Sober, was operating his vehicle in a northerly direction in the northbound lane of Union Street near Hubbard Road in Ponca City, Oklahoma, when his vehicle was struck from behind by a vehicle operated by Lacey Todd.
2. The collision between the vehicles occurred as a result of the negligence of Lacey Todd in operating her vehicle. The negligence of Lacey Todd resulted in damages to Plaintiffs as set forth below.
3. Plaintiffs were fault-free in the collision.
4. At the time of the collision, Lacey Todd was covered by a policy of insurance issued to her by Geico Indemnity Company with a liability limit of \$25,000.00.

5. As a result of the collision giving rise to this lawsuit, Plaintiffs sustained injuries and damage in excess of \$25,000.00 and, therefore, Lacey Todd is underinsured for purposes of compensating Plaintiffs for their claim.
6. On October 9, 2012, Plaintiffs had in force and effect policies of insurance issued to them by Defendant, Progressive Northern Insurance Company, which included coverage for damages they suffer due to the negligence of uninsured and underinsured motorists.
7. As a result of the collision giving rise to this lawsuit, Plaintiffs made a claim for insurance coverage to Defendant, Progressive Northern Insurance Company.
8. Plaintiff complied with all of their duties under the insurance policy and met all conditions precedent to the payment of insurance coverage.
9. Plaintiffs were damaged in excess of all other applicable insurance policies and are entitled to recovery from Defendant, Progressive Northern Insurance Company, pursuant to the underinsured/uninsured endorsement to the policy of insurance issued to them by Defendant and covering Plaintiffs and their vehicles on October 9, 2012.
10. Plaintiffs made demand for payment of benefits due them under the contract of insurance and Defendant, Progressive Northern Insurance Company, failed to pay all benefits owed.
11. Defendant, Progressive Northern Insurance Company, refused, and continues to refuse, to provide all benefits due Plaintiffs under the insurance contract.

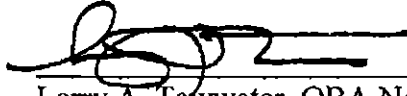
12. The refusal of Defendant, Progressive Northern Insurance Company, to provide insurance coverage to Plaintiffs breached the contract of insurance issued by them to Plaintiffs.
13. The refusal of Defendant, Progressive Northern Insurance Company, to pay benefits owed Plaintiffs is unreasonable, intentional, a violation of its duty of good faith and fair dealing and in bad faith.
14. The investigation and evaluation of Plaintiffs' claim for insurance coverage by Defendant, Progressive Northern Insurance Company, violated various state statutes, regulations and administrative code provisions rendering Defendant, Progressive Northern Insurance Company, *negligent per se* for its conduct.
15. As a result of the conduct of Lacey Todd, Plaintiff, Rick Sober, sustained severe personal injuries; suffered severe physical and emotional pain and suffering; incurred, and will continue to incur medical bills; lost, and will continue to lose income resulting in damages in an amount in excess of \$75,000.00, exclusive of interest, attorney's fees, and costs.
16. As a further result of the conduct of Lacey Todd, Kimberly Sober, wife of Rick Sober, suffered the loss of spousal consortium of her husband resulting in damages in an amount in excess of \$75,000.00, exclusive of interest, attorney's fees, and costs.
17. As a result of the breach of the insurance contracts by Defendant, Progressive Northern Insurance Company, Plaintiff, Rick Sober is entitled to all benefits due

him under the insurance policy in an amount in excess of \$75,000.00, exclusive of interest, attorney's fees, and costs.

18. As a result of the breach of the insurance contracts by Defendant, Progressive Northern Insurance Company, Plaintiff, Kimberly Sober, is entitled to all benefits due her under the insurance policy in an amount in excess of \$75,000.00, exclusive of interest, attorney's fees, and costs.
19. As a result of the conduct of Defendant, Progressive Northern Insurance Company, Plaintiff, Rick Sober, has incurred financial loses, suffered embarrassment and mental pain for which he seeks actual damages in excess of \$75,000.00, exclusive of interest, attorney's fees, and costs.
20. As a further of the conduct of Defendant, Progressive Northern Insurance Company, Plaintiff, Kimberly Sober, has incurred financial loses, suffered embarrassment and mental pain for which she seeks actual damages in excess of \$75,000.00, exclusive of interest, attorney's fees, and costs.
21. As a result of the unreasonable, intentional and bad faith conduct of Defendant, Progressive Northern Insurance Company, Plaintiffs seek punitive damages against Defendant in an amount in excess of \$75,000.00, exclusive of interest, attorney's fees, and costs.

WHEREFORE, Plaintiffs pray judgment against Defendant in an amount in excess of \$75,000.00, plus costs, interest, attorneys' fees and any other relief the Court deems equitable and just.

Respectfully submitted,



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